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CARTER

• Estate Agents • Auctioneers • Valuers • Property Managers

EXPERIENCE ABILITY INTEGRITY

Directors:

Richard Carter BEc FREI FAPI
Licensed Estate Agent

William Lyall B.Bus (Prop)
Licensed Estate Agent

Neil Rhodes Adv Dip Bus (Acct)
Licensed Estate Agent

Kathleen Carter

Dated:	26th of April 1946
Parties:	Vendor: Herbert Edward Watson Purchaser: Eric Edward Cook
Price:	£101.15
Property:	Frontage of 67'10" to Mount Dandenong Road, Ringwood East Lot 10 on plan of subdivision no. 11645 Part of the Crown Portion 26A Parish of Ringwood County of Mornington Volume 5164 Folio 1032616
Terms:	£10 deposit Balance within 30 days after receiving the government consent to the sale.
Agent:	C.E. Carter
Comments:	Including correspondence

DATED 26th April, 1946.

C. E. CARTER

Agent(s) for the Vendor(s)

MR. H. E. WATSON

to

MR. E. E. COOK

Purchaser(s)

PLAN OF LAND

1936
Copyright Particulars Conditions and Contract of Sale.

Published by
THE REAL ESTATE AND STOCK INSTITUTE OF VICTORIA
2nd Floor, 60 Market Street, Melbourne.



F. J. Hilton & Co. Pty. Ltd., Gurners Lane, Melbourne.

V 26323

The Real Estate and Stock Institute of Victoria has approved for general use by its members of this form of Contract of Sale.

The Real Estate and Stock Institute of Victoria

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PARTICULARS, CONDITIONS AND CONTRACT OF SALE OF FREEHOLD PROPERTY

PARTICULARS

(a) Description as in Title (if plan necessary add — and being the land delineated and coloured.....on the plan endorsed on the back hereof).

All that piece of land being (a) lot 10 on Plan of Subdivision No. 11645 lodged in the Office of Titles and being part of Crown Portion 26A and having a frontage of 67'10" to Mt. Dandenong Road, Ringwood East; Parish of Ringwood County of Mornington and being part of the land described in Certificate of Title Volume 5164 Folio 1032616

(b) and (c) Complete to comply with the requirements of Real Estate Agents Acts. If land sold for residential or retail commercial purposes or suitable and or intended to be sold for such purposes and no building suitable for human occupation is erected thereon. Strike out (b) or (c) whichever not required.

(b) and being part of a Subdivision known as "Crown Jewel Estate" the Plan of which has been lodged in the Office of Titles and bears the registered number.....11645..... Or,

(c) There being no Plan of Subdivision affecting the said land lodged in the Office of Titles.

(d) House or rights of way fixtures, etc.

Together with (d)

(e) Tenancies — Mortgages, etc. (if any).

Subject to registered appurtenant easements (if any) and (e)

CONDITIONS

(f) Price in words.

1. The Purchase Price shall be (f) ONE HUNDRED AND ONE POUNDS FIFTEEN SHILLINGS. V £101. 15. 0.

and the Purchaser shall pay to the Auctioneer or Vendor's agent on account thereof a deposit in cash of £ 10. 0. 0. of which the sum of £ 10. 0. 0. shall be paid on the signing hereof and the sum of £ xxxxxxxxxx days from the signing hereof and shall pay the residue of the purchase money (g) within 30 days of receiving the Government consent to the sale.

(g) Complete terms of payment of residue. Rate of interest (if any). Time of commencement and when payable.

2. The "1936 COPYRIGHT CONDITIONS OF SALE" and the Special Conditions endorsed hereon or attached hereto shall form part of this Contract.

CONTRACT

I/We the undersigned **Charles Ernest Carter**

of **Main Street., RINGWOOD.**

Agent(s) for the Vendor(s) whose name(s) address(es) and description(s) is/are

(h) Complete to comply with requirements of Real Estate Agents Act 1930.

(h) Name(s) in full **Herbert Edward Watson**

Address(es) **Willana Street., RINGWOOD.**

Description(s)

hereby acknowledge that I/we have this day sold on the conditions hereinbefore mentioned the property comprised in the foregoing particulars to

Name(s) in full **Eric Edward Cook**

Address(es) **160 Edgvale Road., KEW. E.4.**

Description(s)

(i) Price in words. for the sum of (i) **One hundred and one pounds fifteen shillings.**

AND I/we the undersigned being the abovenamed Purchaser(s) do hereby acknowledge that I/we have this day purchased the said property for the price or sum above stated and I/we hereby agree to fulfil in all respects on my/our part the aforementioned Conditions of Sale.

All moneys falling due under this contract may be paid to the said Vendor or to

(j) Completion of this clause only necessary if land is offered for sale as suitable or intended wholly or mainly for residential or retail commercial trade purposes but on which no building suitable for human occupation is erected.

(j) Name in full

Address

Description

DATED this 26th day of **April,** 194 6.

.....Agent(s) for Vendor(s)

E. E. Cook ..... Purchaser(s)

(k) A witness is necessary only if the land is offered for sale as suitable or intended wholly or mainly for residential or retail commercial trade purposes but on which no building suitable for human occupation is erected.

W. Mallam ..... Witness to Purchasers' execution of this Contract (k)

CONFIRMED H E Watson ..... VENDOR(S)

RECEIVED from the abovementioned Purchaser(s) the sum of £ 10. 0. 0.
being the deposit aforementioned.

as per receipt given

DUTY STAMP.

£2 or over, 2d.
£25 or over, 3d.

(a) Date of *possession* (if sold on terms. *Add* on payment of the deposit) *if for cash.* On payment in full of the purchase price. Other special conditions (if any), e.g.:
(1) If Crown Leasehold sold on Freehold basis.
(2) If Purchaser takes over amount owing in respect of road or footpath constructions and/or house connections.
(3) Necessary consents of Mortgagee, Lessee, etc., if required.
(4) If sold subject to finance or other Special Conditions.

SPECIAL CONDITIONS.

1. The Purchaser shall be entitled to possession of the land sold or to the receipt of the rents and profits therefrom on acceptance in writing of the Vendor's title and payment of (a)

2. The Purchaser of the land hereby sold will at the time of sale sign an acknowledgment under Section 51 of the Farmers' Debts Adjustment Act 1935 negativing the operation of such Act in relation to the debt hereby created. In addition such Purchaser will if and when called upon by the Vendor so to do apply for and obtain a certificate of exemption under Section 13 of the said Act.

3. The Purchaser warrants that (s)he is not a person to whom the sale of land is prohibited by the National Security (Land Transfer) Regulations made under the National Security Act 1939-1940 or whose purchase of land is, by the said Regulations, subject to the consent in writing of the Attorney-General and further warrants that (s)he is not acting in this purchase for or on behalf of an enemy alien naturalized person of enemy origin or a subject of a country in enemy occupation as those terms are defined by the said Regulations and that this purchase in no way infringes or contravenes the said Regulations or any of them—PROVIDED ALWAYS that if this purchase is one which requires the consent of the Attorney-General as aforesaid and such consent is obtained then this warranty shall not apply.

4. The Vendor and Purchaser shall within seven days from the date hereof comply with their obligations under the National Security (Economic Organisation) Regulations and apply for and do all things necessary to obtain the consent of the Commonwealth Treasurer to this transaction. Should the Treasurer require a valuation of the said land the Vendor shall obtain same at his own expense and forward it to the Treasurer within fourteen days from the date of the receipt of such request. In the event of such consent being refused this Contract shall be deemed to be of no effect and any purchase money paid shall be forthwith refunded to the Purchaser without any deduction. If such consent will only be given at a reduced purchase price the Vendor may at his option by notice in writing to the Purchaser within seven days from the receipt of such advice from the Treasurer either—

(a) reduce the purchase price to the amount stipulated by the Treasurer; or

(b) determine the Contract and refund to the Purchaser any purchase money already paid but without interest costs or damages.

Provided that if the consent is refused by reason of the neglect or default of the Purchaser the Vendor may (without prejudice to any other rights he may have under this Contract) retain the deposit and any other moneys paid by the Purchaser.

5. The Valuer's fee shall be borne in equal shares by the Vendor and Purchaser.

THE 1936 COPYRIGHT CONDITIONS OF SALE OF THE REAL ESTATE AND STOCK INSTITUTE OF VICTORIA.

Copyright No. 35571

1. The Conditions and Special Conditions (if any) aforementioned shall be deemed part of and so far as inconsistent herewith, shall modify or supplement these Conditions, and subject to the aforesaid Conditions these Conditions and the Conditions in Table "A" of the Tranfer of Land Act 1928 shall apply to this Contract if and to the extent that the Contract relates to land under the operation of the said Act and the Conditions of Sale in the Property Law Act 1928 shall apply to this Contract if and to the extent that the Contract relates to land not under the operation of The Transfer of Land Act 1928 subject to the alterations and modifications thereof in the following Conditions.

2. If the Auctioneer or Agent receives the deposit or any part thereof he shall do so as agent for the Vendor and not as a stakeholder; and shall be at liberty subject to any claims which he may have against the Vendor to pay over the same to the Vendor without being liable to the Purchaser in any way.

3. Commonwealth Land Tax payable in connection with any land comprised in this Contract shall be deemed an outgoing in connection with such land and shall be adjusted accordingly provided always that nothing herein contained shall impose upon the Purchaser the liability for payment of any amount for Commonwealth Land Tax in excess of the amount the Purchaser would have been liable to pay if the land comprised in this Contract had been the only land owned by the Vendor for which the Vendor was liable to be assessed for Commonwealth Land Tax.

4. The following alterations and additions to the Conditions in Table "A" of the Transfer of Land Act 1928 and to the Conditions of Sale in the Property Law Act 1928 shall apply to this Contract, namely:—

The words "resume and retain possession of the land sold for his own use and benefit or" shall be inserted in Condition 5 (b) in the said Table "A" after the word "transfer" in the fifth line thereof and in Condition 6 (b) of the Conditions of Sale of the Property Law Act 1928 after the word "Assurance" in the fifth line thereof.

The words "or his transferees" shall be inserted in Condition 6 of the said Table "A" and in Condition 7 of the Conditions of Sale of the Property Law Act 1928 after the word "Purchaser" in the first lines respectively thereof.

The word "nominated" shall be substituted for the word "approved" in the third lines respectively of Condition 12 (a) of the said Table "A" and Condition 13 (a) of the Conditions of Sale of the Property Law Act 1928 and the words "at least forty-eight hours before the expiry date" shall be inserted in the said Conditions 12 (a) and 13 (a) after the word "vendor" in the fifth lines respectively thereof.

5. The Vendor shall be at liberty without waiving or rescinding this Contract or these Conditions and notwithstanding anything herein contained to recover from the Purchaser any unpaid instalments of purchase money and/or interest as soon as the same respectively shall be due and owing as if each instalment of purchase money and each instalment of interest payable were a separate debt due by the Purchaser to the Vendor.

6. Should the Purchaser make default in payment of any instalment of the purchase money or other sum of money owing hereunder as and when due or in the performance or observance of any of these Conditions then after fourteen days' notice in writing having been given by the Vendor to the Purchaser to remedy such default and such default still continuing the whole of the purchase money and other moneys owing or for the time being remaining unpaid hereunder shall notwithstanding anything herein contained and without prejudice to any rights of the Vendor under any other condition hereof at the option of the Vendor become immediately due payable and recoverable.

7. The Purchaser hereby attorns and becomes tenant of the Vendor from week to week for and in respect of the property sold at a weekly rental equivalent to a proportionate amount of the interest and instalments of purchase money from time to time payable hereunder for a like period and the Vendor shall have all rights powers and authorities of a landlord under the provisions of the Landlord and Tenant Act 1928. Provided however and it is hereby agreed and declared that payment of the interest at the rate and on the days and in the manner hereinbefore provided shall be accepted in full satisfaction of the rent hereinbefore reserved.

8. Condition 15 of the said Table "A" and Condition 17 of the Conditions of Sale in the Property Law Act 1928 shall not apply to this Contract but if the land be offered by auction the following Conditions shall apply, namely:—

The highest bidder whose bid is accepted by the Auctioneer shall be the Purchaser but the Auctioneer may refuse any bid. No bidding shall be retracted. If any dispute arises respecting any bid the Auctioneer shall at his option either decide whose was the last bid or submit the property again at the last undisputed bid. The Vendor reserves the right of making one bid either personally or by an Agent or of withdrawing the property from sale.

9. Time shall in all cases and in all respects be deemed of the essence of this Contract

K. CARGILL RANKIN
SOLICITOR

TELEPHONES:
MU 1921
PRIVATE, WINDSOR 2429

EQUITY CHAMBERS,
472 BOURKE STREET,

MELBOURNE, C.1

3rd June, 1946.

C. E. CARTER, ESQ.,
Real Estate Agent,
Main St.,
RINGWOOD.

Dear Sir,

Re:CONTRACT OF SALE:H.E.WATSON TO E.E.COOK
LOT 10 ON PLAN OF SUBDIVISION No.11645

Acting on behalf of the purchaser herein, I have to deliver the following requisitions upon the vendor's title:

1. Are there any mortgages, liens, charges or other encumbrances of any kind whatsoever affecting the property sold which are not disclosed by a search at the Office of Titles? If so, they must be discharged and removed by the vendor without expense to the purchaser.

2. The purchaser requires to be furnished with full particulars of all tenancies and occupancies (if any) affecting the property. Any tenancies or occupancies must be terminated prior to the purchaser taking possession.

3. Are there any and what rights or easements accrued or accruing by possession or otherwise of any person or corporation over the said property or any part or parts thereof adverse to the vendor.

4. Have any notices or orders been served on the vendor or anyone on the vendor's behalf by any Shire, Government or other authority or adjoining owner or occupier, affecting the property sold? If so, particulars are required. Compliance with same by the vendor must be made prior to the date fixed for possession. Any monies payable thereunder must also be paid prior to the date fixed for possession.

5. Please give particulars of existing insurances, rates and State and Federal Land Taxes on the property sold.

6. Has the vendor received any notice to fence or to contribute to the cost of the erection or maintenance of fences and not complied with the same? If so, the purchaser requires the vendor to do so prior to the date fixed for possession.

7. Is the land purchased subject to any charge for wire netting? If so, the amount thereof must be paid prior to the date fixed for possession.

8. Has the property or any part thereof been previously sold by the vendor under a contract or contracts which the vendor has purported to cancel or rescind? If so, the full name, address and occupation of the purchaser or purchasers under such contract or contracts must be given and proof must be supplied that :
(a) No Protection Order under Unemployed Occupkers' and Farmers' Relief Act 1931 in favour of the purchaser is in force.
(b) The purchaser has made no application under the Financial Emergency Act 1931.
(c) No Stay Order under the Farmers' Debts Adjustment Act 1935 in favour of the purchaser is in force.
(d) The necessary notice under Section 5 of the Farmers' Protection Act 1940 was served in the method prescribed and that no Protection Order under the said Act in favour of the purchaser is in force.
(e) The purchaser was not a member of the Forces within the meaning of the National Security Regulations.
(f) The purchaser has made no application for relief under the National Security (Debtors Relief) Regulations.

9. The purchaser requires the boundaries of the land sold to be clearly indicated by pegs or fences.

Subject to the answers to the above requisitions being satisfactory I submit herewith Instrument of Transfer signed by the purchaser.

Please let me have answers to the above requisitions and an appointment can then be made to settle.

Yours faithfully,

K E Rawlins

K. CARGILL RANKIN
SOLICITOR

EQUITY CHAMBERS,
472 BOURKE STREET,

MELBOURNE, C.1

TELEPHONES:
MU 1921
PRIVATE, WINDSOR 2429

3rd June, 1946.

C. E. CARTER, ESQ.,
Real Estate Agent,
Main St.,
RINGWOOD.

Dear Sir,

Re:CONTRACT OF SALE:H.E.WATSON TO MRS.H.I.COOK
LOT 80 ON PLAN OF SUBDIVISION NO.11645:

Acting on behalf of the purchaser herein, I have to deliver the following requisitions upon the vendor's title:

1. Are there any mortgages, liens, charges or other encumbrances of any kind whatsoever affecting the property sold which are not disclosed by a search at the Office of Titles? If so, they must be discharged and removed by the vendor without expense to the purchaser.

2. The purchaser requires to be furnished with full particulars of all tenancies and occupancies (if any) affecting the property. Any tenancies or occupancies must be terminated prior to the purchaser taking possession.

3. Are there any and what rights or easements accrued or accruing by possession or otherwise of any person or corporation over the said property or any part or parts thereof adverse to the vendor.

4. Have any notices or orders been served on the vendor or anyone on the vendor's behalf by any Shire, Government or other authority or adjoining owner or occupier, affecting the property sold? If so, particulars are required. Compliance with same by the vendor must be made prior to the date fixed for possession. Any monies payable thereunder must also be paid prior to the date fixed for possession.

5. Please give particulars of existing insurances, rates and State and Federal Land Taxes on the property sold.

6. Has the vendor received any notice to fence or to contribute to the cost of the erection or maintenance of fences and not complied with the same? If so, the purchaser requires the vendor to do so prior to the date fixed for possession.

7. Is the land purchased subject to any charge for wire netting? If so, the amount thereof must be paid prior to the date fixed for possession.

8. Has the property or any part thereof been previously sold by the vendor under a contract or contracts which the vendor has purported to cancel or rescind? If so, the full name, address and occupation of the purchaser or purchasers under such contract or contracts must be given and proof must be supplied that :
(a) No Protection Order under Unemployed Occupiers' and Farmers' Relief Act 1931 in favour of the purchaser is in force.
(b) The purchaser has made no application under the Financial Emergency Act 1931.
(c) No Stay Order under the Farmers' Debts Adjustment Act 1935 in favour of the purchaser is in force.
(d) The necessary notice under Section 5 of the Farmers' Protection Act 1940 was served in the method prescribed and that no Protection Order under the said Act in favour of the purchaser is in force.
(e) The purchaser was not a member of the Forces within the meaning of the National Security Regulations.
(f) The purchaser has made no application for relief under the National Security (Debtors Relief) Regulations.

9. The purchaser requires the boundaries of the land sold to be clearly indicated by pegs or fences.

Subject to the answers to the above requisitions being satisfactory I submit herewith Instrument of Transfer signed by the purchaser.

Please let me have answers to the above requisitions and an appointment can then be made to settle.

Yours faithfully,

K C Rankin

4th July, 6.

K. Cargill Rankin,
Solicitor,
472 Bourke Street.,
MELBOURNE. C.1.

Dear Sir,

Re sales: Watson to E.E. Cook & H.I. Cook.

Enclosed please find Transfers for lots 10 and 80 to Mr. & Mrs. Cook respectively, signed by the Vendor. Also enclosed are answers to your requisitions.

Yours faithfully,

Encl. .....

Willana Street.,

RINGWOOD.

12th Aug., 1946

Messrs. Alexander Grant, Dickson & King,
Solicitors,
119 William Street.,
MELBOURNE. C.1.

Re Watson to E.E. Cook.

Please make available, Title Volume 5164 Folio 1032616 for lot 10 Crown Jewel Estate, Ringwood to enable Mr. K. Cargill Rankin, Solicitor 472 Bourke Street., Melbourne to register the transfer at the Titles Office.

.....

15th August, 6.

Mr. K. Cargill Rankin,
Solicitor,
472 Bourke Street.,
MELBOURNE. C.1.

Dear Sir,

Re Sales: Watson to E.E. Cook & H.I.Co

In answer to yours of the 9th inst. I am enclosing herewith Orders on Messrs. Alexander Grant, Dickson & Co., to make title available and enable you to register the transfers at Titles Office.

Yours faithfully,

Encls. .....

K. CARGILL RANKIN
SOLICITOR

EQUITY CHAMBERS,
472 BOURKE STREET,
MELBOURNE, C.1

TELEPHONES:
MU 1921
PRIVATE, WINDSOR 2429

26th August, 1946.

C. E. CARTER, ESQ.,
Real Estate Agent,
Main Street,
RINGWOOD.

Dear Sir,

Re:SEALE:WATSON TO E.E.COOK & MRS. H.I. COOK:

I have now lodged the transfers herein at the Titles Office, the title having been made available to me for the purpose by Messrs. Alexander Grant Dickson & King, who control the parent title. I now enclose, therefore, my cheque for £147.16.6 made up as follows :

Balance of purchase money re lot 10 -- E. E. Cook :	£92. 6. 2
Balance of purchase money re lot 80 -- Mrs. H. E. Cook :	55.10. 4
	£147.16. 6

Would you please acknowledge receipt of this letter.

I also enclose Land Tax Notice signed by both purchasers which you can get Mr. Watson to sign and then same can be lodged at the Land Tax Office.

Yours faithfully,

K.CARGILL RANKIN,
Per:

28th Aug. 6

K. Cargill Rankin Esq.,
Solicitor,
Equity Chambers,
472 Bourke Street,
MELBOURNE

Dear Sir,

re Watson to E.E. Cook & Mrs H. I. Cook

I am in receipt of your letter of the 26th inst. and the cheque for £147.16.6 enclosed therein.

I will get Mr. Watson to sign the Land Tax Notice and have it lodged.

Yours faithfully,